



CITY OF DURHAM
General Services Department
Project Management Division
2011 FAY STREET | DURHAM, NC 27704
919.560.4197 | F 919.560.4970
www.durhamnc.gov

Request for Qualifications City of Durham Maplewood and Beechwood Cemeteries Facilities and Site Improvements Study

Notice is hereby given that the City of Durham, North Carolina Department of General Services is seeking qualified firms to provide **Professional Consulting Services for a Study of Facility and Site Improvements at Maplewood and Beechwood Cemeteries.**

The selected firm will complete Phase I Planning and Concept Design, including a Study to quantify and prioritize scopes of work required to address facility and infrastructure issues at both cemeteries which will culminate in a recommendation for design and a cost model. Professional services for the Phase I Study may include:

Civil Engineering; Landscape Architecture; Architecture; Structural Engineering; Mechanical/Electrical/Plumbing Engineering; and Estimating. Other consulting services may be provided by the primary consultant or by other subconsultants as required.

The complete Request for Qualifications (RFQ) may be viewed at <http://www.durhamnc.gov>. This RFQ provides complete information on the services being sought, the submittal requirements, and timeline. Copies of the RFQ may be downloaded directly from these sites: <http://www.durhamnc.gov/departments/purchasing/bids.cfm>
<http://twitter.com/Durhambids>

If interested, please submit your Statement of Qualifications meeting the requirements defined in this RFQ to:

Marilee Martin, Construction Project Manager, Project Management
City of Durham, General Services Department
2011 Fay Street
Durham, NC 27704
PHONE: 919-560-4197 ext. 21285
FAX: 919-560-4970
marilee.martin@durhamnc.gov

Submittals must be received by 4:00 pm on Tuesday, October 9, 2012.

To ensure receipt of any addenda to this RFQ, please register as an interested firm by contacting:

Carolyn Back, Project Management
City of Durham, General Services Department
2011 Fay Street
Durham, NC 27704
PHONE: 919-560-4197 ext. 21293
FAX: 919-560-4970

carolyn.back@durhamnc.gov

The City is not responsible for providing updated information/changes to firms not known by the City as holding a copy of the RFQ.

Formal questions relating to this RFQ may be submitted by fax or email no later than **4:00 pm on Monday, October 1, 2012**. Questions received after this date may not be responded to prior to the required submittal deadline.

This RFQ does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a response. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services. The City of Durham reserves the right to reject any and all submittals. The City of Durham is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Facility and Site Improvements at Maplewood and Beechwood Cemeteries

I. BACKGROUND

The City of Durham is seeking a qualified, knowledgeable firm to perform concept studies and analysis of the site and existing facilities at Maplewood Cemetery, and to provide concept studies and make recommendations for infrastructure improvements at both Maplewood and Beechwood cemeteries. Such improvements may include the renovation of existing facilities, construction of new facilities, improvements to the site, roadways and drainage, and other improvements as necessary.

Maplewood Cemetery, established in 1872, is located at 1621 Duke University Road and is comprised of three contiguous sections totaling over 120 acres. Beechwood Cemetery, established in 1924 is located at 3300 Fayetteville Street and is approximately 24 acres.

II. SCOPE OF WORK

The following is a preliminary scope of work for Phase I-Preliminary Planning that may be modified during contract negotiations with the selected consultant.

PHASE I STUDY–

- **Site Investigation/Analysis –Maplewood Cemetery**
 - Site investigations and analysis, which may include survey, subsurface utility, geotechnical, and environmental investigations of the following:
 - Failing and defective asphalt drives and storm drainage structures throughout all sections of the cemetery.
 - Grading and drainage issues that may be contributing to the failing driveways.
 - Drainage issues in the old section near the Hebrew Cemetery.
 - Failing hose bib water connections.
 - Existing Structures investigations, which may include structural investigations of: the stone wall along Kent Street, existing maintenance structures, an inventory of necessary repairs for structures/buildings to remain, space planning within the Main Office and verification that there is no historic significance of several structures slated for demolition.

- Site selection for a new 3,000 sf support services building to have a concrete slab and at least two bays.
- **Concept Design–Maplewood Cemetery**
 - Concept design, which may include schematic plans, drawings and diagrams of the following:
 - Entry columns, security gates and entry sequence beautification at the main entrance (off Duke University Rd.).
 - Security gates at up to seven other entry points.
 - Additional parking at the Main Office.
 - Space planning to reconfigure the existing Maintenance Repair Shop building as the primary Maintenance Facility once the new support services building is constructed.
- **Concept Design – Beechwood Cemetery**
 - Schematic design, which may include schematic plans, drawings and diagrams of the following:
 - Site selection for CMU storage bins, some bins may have a shed roof structure for dry storage.
 - Site selection for a new dumpster location.
 - Entry columns, security gates and entry sequence beautification at both main entrances. Entry ways at both Maplewood and Beechwood Cemeteries are to be included. Propose safe, attractive and proper identification of City cemeteries.
- **Program and Needs Assessment Confirmation**
 - Based on the preliminary findings of the Site Investigation Analysis, meet with GS Staff to confirm and refine the programmatic needs at BOTH Cemeteries.
- **Scope of Work Identification Prioritization**
 - Assist GS Staff with a Prioritization Plan for Potential Phasing at BOTH Cemeteries. Each project scope items shall receive a priority ranking based on the following criteria:
 - **1 - Public Safety/Code Compliance/ADA Compliance:** Ensures public safety and compliance with codes.
 - **2 – Deferred Maintenance/Aging Systems:** Systems, and equipment in danger of failure that could impact facility operation.
 - **3 – Building and System Upgrades to improve operations:** Work that would improve facility operations, energy efficiency, and effectiveness; may result in reduced operational costs.
 - **4 – Exterior and Interior Refurbishment:** General aesthetic improvements.
 - **5 – Functional Changes:** Changes in how the facility is used.
- **Cost Estimation**
 - Prepare an AACE- Class 3 Opinion of Cost for each scope item – BOTH Cemeteries.
- **Submit a Draft Phase I Study Document for Owner review**
- **Submit Final Phase I Study**

III. PROJECT SCHEDULE

The following schedule contains City's desired major milestones and may be adjusted as a result of Consultant proposals and contract negotiations. If your firm is not able to meet this proposed schedule, please make this point clear in the submittal.

Sept. 25, 2012	Pre-submittal Meeting
Oct. 9, 2012	RFQ Submittal Deadline
Nov. 2012	Consultant Selection/Contract Negotiation
Dec. 2012	City Council Process/Approval (if Required)
Dec. 2012	Notice to Proceed: Begin Preliminary Planning Phase
Jan. 2013	Begin Site Inventory/Program Confirmation
Feb. 2013	Begin Prioritization Plan and Cost Estimation
Mar. 2013	Submit Draft Phase I Study
Apr. 2013	Submit Final Phase I Study

IV. PRE-SUBMITTAL MEETING

There will be a pre-submittal meeting for interested firms on **Tuesday, September 25 at 3:00 pm** at the City of Durham, General Services Department, 2011 Fay Street, Durham NC 27704. Attendance at the pre-submittal meeting is strongly encouraged but not required. The General Services Department staff will present details about the project and submittal requirements and be available to answer questions. Please contact GS Project Manager, Marilee Martin, if accommodations must be made for persons with disabilities. Minutes of the meeting will not be taken.

V. SELECTION CRITERIA

1. Management, Team Organization and Skill Experience of Key Team Members
2. Demonstrated Ability to Meet Project Schedules and Budgets
3. Project Approach and Understanding of Project Objectives and Constraints
4. Demonstrated Design Excellence and Understanding of the Design Needs of Operational Facilities or similar Facilities including consultant's record of prior performance
5. Experience Working with Public Agencies on Similar or Related Projects
6. Other Factors as determined by the Selection Panel (Examples: Knowledge of City of Durham requirements and processes, knowledge of issues local to Durham, North Carolina, Quality of Presentation Materials, Responsiveness, etc.)

VI. EQUAL BUSINESS OPPORTUNITY PROGRAM

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. **Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.** The "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.

VII. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

VIII. SUBMITTAL RESPONSE REQUIREMENTS

Provide seven (7) copies (including one unbound copy suitable for photocopying) and one electronic copy in PDF format of your submittal. Please limit response to 20 double-sided pages, excluding City required SDBE documentation. Font size shall be no less than 10 pt. Also, in keeping with the City's conservation effort, you are asked to please print the full submittal on recyclable, normal stock, white, office paper without plastic binding or cover.

Submittals must contain the following information:

Section 1- Letter of Interest

The Letter of Interest should include a synopsis of the prime firm and sub-consultants, the team's qualifications, the project manager and primary contact, the project principal representing the contractual authority of the firm.

Section 2 – Project Organization

Provide a project organization chart identifying the team composition if a team is proposed. Define Key Staff members who will be working on the project and explain their roles and expected commitment/ assignment (not availability) to the project.

Section 3 - Profile(s) of Firm or Team

Provide information about each firm in the project team. Identify capabilities and experiences, the number of employees and location and number of years in business under its current name. Identify the scope of services to be provided under this project.

Section 4- Resumes

Provide resumes of the Key Staff, including the project manager and task leaders. Include resumes for staff identified as having a major role in the project.

Section 5 -Project Approach and Schedule

Provide a description of the proposed approach to the project. Proposed respondents should have visited both sites. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks/ challenges/ concerns you anticipate and any mitigation steps to achieve successful delivery. Provide a proposed project schedule, showing tasks, milestones and deliverables, including review meetings with the City Team and community groups.

Section 6 -Reference Projects-Record of Past Performance

Please identify recent, representative projects of a similar scope, complexity and size performed by the principal firm and by other firms on the team. At least two should be completed projects. For each project, provide references (name, email and phone number) estimated and completed project budget, year(s) the project was performed. Identify which team firm performed the work and identify the members of the proposed team's organization and the role each played in the reference project.

Section 7- Other Requirements and City Forms:

A. Non-Collusion Affidavit:

This RFQ constitutes an invitation to bid or propose. **Include and sign the following with your response:**

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

B. EOEA Forms:

Submit completed forms required by the City's Equal Opportunity and Equity Assurance Department. Please see Attachment B. Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.

Section 8- Exceptions

It is the City's intention to use the contract that is attached as Attachment D. If your firm objects to any element of the contract, please state the objections in the submittal.

IX. EXHIBITS and ATTACHMENTS

Attachment A: Trade Secrets and Confidentiality

Attachment B: SDBE Professional Services Forms

Attachment C: Insurance Requirements

Attachment D: City of Durham standard consultant contract - AIA B141 Contract

Exhibit A: Location Maps

X. RESPONSES DUE

Submittals are due no later than **4:00 pm on October 9, 2012** to:

Marilee Martin, Project Manager
City of Durham, General Services Department
2011 Fay Street
Durham, NC 27704

Attachment A: Trade Secrets and Confidentiality

Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms "Trade Secrets" and "record" are defined in (a)(1) (Definitions). To the extent that the candidate wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the candidate shall prominently designate the material as "Trade Secrets" at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as Trade Secrets unless the candidate has a reasonable and good-faith

belief that the material contains a Trade Secret. When requested by the City, the candidate shall promptly disclose to the City the candidate's reasoning for designating material as Trade Secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City's use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "Trade Secrets" in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

"Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

"Record" means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate's proposal.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the candidate shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment, being found by a court to

be in contempt, or being in violation of a court order as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

**101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513**

Street Address:

**302 East Pettigrew Street, C-180
Durham, North Carolina 27701**

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) ☐ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) ☐ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) ☐ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

**Names of all firms
Project (including
prime and
subconsultants/sub-
contractors)**

Location

**SDBE
Firm
Yes/No**

**Nature
of
Participation**

**% of Project
Work**

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

				M— a — l — e — s					F — e — m — a — l — e — s				
Employment category	Total employees	Total males	Total females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company. *(See instructions for this form on whether this part is required.)*

				M— a — l — e — s					F — e — m — a — l — e — s				
Employment category	Total employees	Total males	Total females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American)

Woman

Hispanic

American Indian

Asian American

Handicapped

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name _____ Title _____

Company _____ Telephone _____

Address _____

Signature _____

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____
Name of bidder or consultant: _____
Name and title of representative bidder or consultant: _____
Address (including zip code): _____
Telephone number: _____ Fax number: _____
Email address: _____
Total amount of original contract, before any change orders or amendments: _____
Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____
Dollar amount of changes proposed in this form: _____
The proposed change (*check one*) ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/consultant's contract with the City.
Does the proposed change decrease the SDBE participation? (*check one*) ☐ **yes** ☐ **no**
If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):

Name of subconsultant: _____

Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*): _____

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subconsultant is (*check one*):

- ☐ 1. City-certified Black-owned SDBE
☐ 2. City-certified Women-owned SDBE
3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
3(a) ☐ Black-owned SDBE 3(b) ☐ Women-owned SDBE
☐ 4. not a City-certified SDBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and services to be provided by this proposed subcontract: _____

Dollar amount proposed of this proposed subcontract: _____

This subcontractor is (*check one*):

- ☐ 1. City-certified Black-owned SDBE
☐ 2. City-certified women-owned SDBE
3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
3(a) ☐ Black-owned SDBE 3(b) ☐ Women-owned SDBE
☐ 4. not a City-certified SDBE

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder: _____

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

- (a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scope of work of the contract? ☐ **yes** ☐ **no**
- (b) In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**
- (c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**
- (d) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**
- (e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐ **yes** ☐ **no**
- (f) Did your firm follow up with SDBEs that showed interest? ☐ **yes** ☐ **no**
- (g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted , did your firm tell them:
 - (i) the specific work your firm was considering for subcontracting? ☐ **yes** ☐ **no**
 - (ii) that their interest in the contract is being solicited? ☐ **yes** ☐ **no**
 - (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of SDBEs that you contacted? **ANSWER:**

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? ☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

Attachment C: Insurance Requirements

Insurance Requirement- Professional Consulting Services for a Study of Facility and Site Improvements at Maplewood and Beechwood Cemeteries

Contractor shall maintain insurance not less than the following:

City of Durham Insurance requirements

Architect shall purchase and maintain insurance coverage for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

Professional Liability, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Self-insured retentions/deductibles in excess of \$50,000 must be approved by the City Finance Director
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply.

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:
City of Durham, North Carolina
General Services Department
Attention: Marilee Martin
2011 Fay Street
Durham, NC 27704
- The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

ATTACHMENT D

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

The name of this Agreement is:

Professional Design and Consulting Services for Maplewood and Beechwood Cemeteries
Facilities and Site Improvements Study

AGREEMENT

made as of the

Xth day of in the year of

~~Nineteen Hundred and~~ two thousand and twelve (2012)

BETWEEN the Owner:

(Name and address)

City of Durham
101 City Hall Plaza
Durham, NC 27701

and the Architect:

(Name and address)

☐ (Landscape Architect) If this box is checked, then in this Agreement, unless the context requires otherwise, the term "Architect" (with an initial capital "A") shall mean "Landscape Architect."

For the following Project:

(Name and location)

Maplewood and Beechwood Cemeteries Facilities and Site Improvements Study

Maplewood Cemetery, 1621 Duke University Road
Beechwood Cemetery, 3300 Fayetteville Street

The Owner and Architect agree as set forth below.

Articles 1 through 10 of the AIA Document B141, 1987, 6/92 reprinting, are incorporated by reference, as amended by this document. If a copy of

the printed B141 is attached, that is done so for convenience, and only Articles 1 through 10 of that attachment are intended to apply to this Agreement. This document amends the B141, whether or not a printed copy of the B141 is attached.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

Add: "1.1.4 (Approvals) The Owner's approvals of documents and other items, e.g., in Subparagraphs 2.3.1, 2.4.1, and 2.5.1, are not waivers or releases of the Architect's duty to provide the documents and other items in accordance with this Agreement and in accordance with applicable professional standards."

Add: "1.1.5 (Standard of Care; Qualifications) Unless a higher standard otherwise applies, the Architect agrees that it will meet or exceed a national standard instead of the standard of care in the Durham community or similar communities. The Architect warrants the accuracy of Architect's representations made to Owner as to Architect's qualifications and experience during the process in which the Owner selected the Architect."

Add: "1.1.6 (G. S. Chapter 133) The Architect shall comply with applicable provisions of N. C. General Statutes Chapter 133, Article 1."

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 (Customary Services Included) Add to the end: "and all other design services that are normally or customarily furnished and reasonably necessary for the Project".

2.2 SCHEMATIC DESIGN PHASE

2.2.1 (Understanding of Requirements) Add to the end: "As part of this review, the Architect shall attend a series of meetings with the Owner's project team and the Architect's consultants."

2.2.3 (Containing Costs) Add to the end: "One purpose of the review is to contain costs within the budget limits."

2.2.4 (Project Budget to be Considered) In line 2, change "construction" to "Project".

2.2.5 (Estimate of Construction Cost) Add to the end: "The preliminary estimate of Construction Cost shall include, at a level of detail satisfactory to the Owner, estimates of Construction Cost, including the cost of each category of work involved."

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 (Design Development Documents) Delete and replace with: "Based on the approved Schematic Design Documents, and any adjustments as authorized by the Owner in writing in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, landscape architectural, civil engineering, structural, mechanical, environmental, interior designs, and electrical systems, and such other elements as may be appropriate."

Add: "2.3.3. (Advise on Tests) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections and reports referred to in Paragraph 4.7."

Add: "2.3.4 (Probable Construction Cost) The Architect shall submit to the Owner a preliminary estimate of Construction Cost based upon the design development documents and, if requested by the Owner, shall assist the Owner in securing at least one independent estimate of Construction Cost from qualified construction estimators. The services shall include providing detailed estimates of Construction Cost. This requirement may be moved to the end of the Schematic Design Phase if in the opinion of the Architect and Owner enough information has been produced in that phase to generate a reliable budget projection."

Add: "2.3.5 (Review for Code Compliance) The Architect shall submit the Design Development Documents to the Development Review Board for its review for compliance with applicable code requirements before proceeding to the Construction Documents Phase. If appropriate, this requirement may likewise be moved to the end of Schematic Design Phase."

Add: "2.3.6 (Revise Documents) To the extent the Owner reasonably requests, the Architect shall revise the Design Development Documents to the extent that the revisions are not inconsistent with the program referred to in Subparagraph 2.2.4. To the extent of any conflict, this Subparagraph controls Subparagraphs 3.3.1 and 3.3.2."

2.3.7 (Existing Site Investigation and Drawings) See Subparagraph 3.4.6.

2.4 CONSTRUCTION DOCUMENTS PHASE

Add: "2.4.5. (Advise on Need for Information) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections and reports referred to in Paragraph 4.7."

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 (Multiple Rounds of Bids) Add to the end: "The bidding may include two or more rounds of soliciting, receiving, and processing bids. The number of bids will be set in the Owner's discretion. As part of Basic Services, the Architect shall attend as many as two pre-bid conferences with prospective bidders. The services shall include modification of the drawings, specifications and other documents. To the extent required by law or requested by the Owner, the bidding may provide for multiprime and single prime bids."

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 (Termination of Construction Phase) In line 5, "date" is deleted and replaced by "issuance of a certificate".

2.6.2 (Administration) Delete "current as of the date of this Agreement". Substitute: "1987 edition, as modified by the Supplementary Conditions and modifications thereto as approved by the Owner, to the extent that said Conditions and modifications do not conflict with this Agreement".

2.6.3 (Changes in Duties of Architect) Delete the end of the first sentence beginning "with consent...". Add to the end: "Nothing in this Subparagraph limits the obligation of the Architect to perform as otherwise required pursuant to this Agreement, including Article 3."

2.6.5 (Site Visits; Timing of Visits) In the first sentence, delete "become generally familiar with" and replace with "determine". In Also in the first sentence, after "quantity of Work completed" insert: ", to determine in general if the Work is proceeding in accordance with the Contract Documents," and delete "in general" after "and to determine". In third sentence, after "the Architect shall keep the Owner informed" insert "in writing". Add to the end: "The Architect shall visit the Site at least once every other week, unless the Owner's representative agrees that fewer visits are appropriate."

2.6.9 (Consultation before Certifying Payment) In the first sentence, after, after "Contractor's Applications for Payment" insert "and after consultation with Owner".

2.6.12 (Submittals) In the first sentence, after "Shop Drawings, Product Drawings, and Samples," delete "but only for the limited" and replace with "for the", and at the end of the first sentence, insert ", and for the purpose of assuring that if the Work is performed as shown by the submittals, it will be in compliance with the Contract Documents". In the third sentence, delete "Review" and replace with: "Except to the extent otherwise provided in the first sentence of this Subparagraph, review". In the last sentence, after "to rely" insert "when reasonable". Add to the end: "The Architect shall determine what aspects of the Work shall be the subject of submittals, and shall not knowingly permit such aspects to proceed in the absence of approved submittals."

2.6.17 (Aesthetics) Add to the end "To the extent the Contract Documents do not permit the Owner to make final decisions on aesthetic matters, then this Subparagraph shall be deemed modified by requiring the Architect to consult the Owner before making a decision on matters relating to aesthetics effect. To the extent that the Contract Documents permit the Owner to make final decisions on aesthetic matters, this Subparagraph shall be of no effect. This Subparagraph shall control over Subparagraph 4.2.13 in the General Conditions."

Add: "2.6.20 (As-builts) Upon completion of the Project or any earlier termination, whether under Article 8 or otherwise, the Architect shall revise all Drawings, Specifications, and other documents, and the Architect shall promptly furnish the Owner a complete set in reproducible form. The revisions shall describe fully (a) the finally constructed Work, if the Project is completed, or (b) the Work to the point of termination, if the Architect's services or this Agreement is terminated before completion of the Work."

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 (Authorization for Contingent Additional Services) In the first sentence, after "3.2", insert ", 3.3.". Delete everything beginning with the third sentence ("If services . . . those services."). Add to the end: "If a reasonable reading of this Agreement is that a service is to be provided as a Basic Service, the listing of that service or a similar service under Article 3 is not intended to limit the performance of that service as a Basic Service. Without limiting the Owner's other rights and remedies, it is agreed that Services that are needed because of the failure of the Architect to comply with this Agreement or its duties to the Owner shall be performed or provided by the Architect without charge."

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 (Revise Documents) Add to the end: "To the extent of any conflict, Subparagraph 2.3.6 controls Subparagraph 3.3.1."

3.3.1.2 (Preparation Date) After "documents" insert: "provided that the date of preparation must be after the date of this Agreement".

3.3.2 (Revise Documents) Add to the end: "To the extent of any conflict, Subparagraph 2.3.6 controls Subparagraph 3.3.2."

3.3.9 (Bid documents) Delete entirely.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.6 (Existing Site Investigation and Drawings) Add to the end: "However, if the Project involves renovation or repair of an existing improvement and such investigation or drawings are needed to perform the Basic Services properly, then the services described in the preceding sentence shall be part of the Basic Services."

3.4.10 (Estimates of Construction Costs) Delete entire sentence and replace with "See Subparagraph 2.3.4."

3.4.16 (Reproducibles) Delete entirely.

3.4.17 (Use of Systems) In the first sentence, after "Providing assistance" insert: "in excess of the hours specified as part of Basic Services in Paragraph 12.2".

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.5 (Site Information) In the first sentence, after "the Owner shall" insert "to the extent the Architect indicates it is required for the Project,".

4.7 (Duty to Furnish Tests) Add to the end: "but only after the Architect has advised the Owner what tests, inspections, and reports are required".

4.8 (Furnishing of Services by Owner) Add to the end: "However, without limiting any other provision of this Agreement, nothing herein is intended to require the Owner to provide such services to the Architect with respect to any matters (.1) that are subject to a dispute between the Owner and the Architect or (.2) to the extent the request or need for such services results from the fault, breach of contract, or negligence of the Architect."

4.9 (Reliance on Reports) Delete everything after "Owner's expense". Add to the end: "Upon the Architect's timely written request, which request shall be valid only if it specifically and prominently calls the Owner's attention to Paragraph 4.9 as amended by this supplementary condition, the Owner shall add to the contracts for said services,

information, surveys and reports that the Architect is a third-party beneficiary of said contracts. To the extent that the Owner fails to comply with the its obligations arising from the preceding sentence, the Architect shall be entitled to rely upon the accuracy and completeness of the service, information, survey, or report with respect to which the Owner thus failed to comply.”

4.10 (Awareness of Nonconformities) In the first sentence, after “by the Owner to the Architect if” insert “the representative of”. After “becomes” insert “actually”.

Add “4.12 (Owner’s Approvals) The Owner’s approval of plans, specifications or other documents shall not relieve the Architect of the responsibility to provide professional services in compliance with this Agreement.”

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 (Definition of Construction Cost) Delete “total cost or estimated cost” and replace with “latest preliminary estimate of Construction Cost that is approved by the Owner”.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

ARTICLE 6 USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 (Use of Documents) Delete entirely and substitute: “The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect’s service for use with respect to this Project, and unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Architect may use them for other projects. The Owner shall be permitted to retain and make copies, including reproducible copies, of these documents, for information and reference in connection with the use, occupancy, and completion of the Project. The Owner may use them for other purposes including additions to and modifications of the Project and for other projects, provided that the Owner shall indemnify the Architect for losses, including reasonable attorneys’ fees, suffered by the Architect as a result of the use of the design and these documents for such other purposes. If these documents are used for such other purposes, the Owner shall see that they are modified either (a) to indicate that the Architect did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes or (b) to delete the Architect’s name from the documents.”

ARTICLE 7 ARBITRATION

Delete Article 7 entirely.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

8.1 (Termination for Cause) In the first sentence, change “This agreement” to “This Agreement”. Change “seven” to “ten”. Add to the end: “, but this Paragraph shall apply only if the failure had a serious, adverse effect on the nonbreaching party’s performance and the failure is not substantially cured before termination. The notice shall summarize the grounds for termination.”

8.2 (Suspension Payments) In the first sentence, after “If the ” insert “services of the Architect or the”. Add at the end: “In either case, the Architect shall not be entitled to other compensation.”

8.3. (Termination and Suspension) Add to the first sentence after “written notice to the Architect”: for convenience or”. Add to the end: “The Owner may suspend the services of the Architect for convenience by sending a notice of suspension to the Architect. If such suspensions total more than 90 days for reasons beyond the Architect’s control, the Architect may terminate the requirement that it provide services under this Agreement by giving the Owner 7 days notice.”

8.4 (Nonpayment Notice and Cure) In first sentence, after “Owner to make payments” insert “that are not disputed”. Add to the end “in accordance with Paragraph 8.1. In this Article, a payment is disputed if it is the subject of a good faith disagreement”.

8.5 (Cure of Nonpayment) In the first sentence, after "Owner fails to make payment" and in line 4 after "payment in full", insert "of undisputed amounts". Add to the end: "The suspension shall cease when payment in full of undisputed amounts is made."

8.6 (Payments after Termination) Add at the end "but shall not be entitled to other compensation".

8.7 (Termination Expenses) Delete entire text and replace with "Any references to Termination Expenses elsewhere in the B141 shall be of no effect."

Add: "8.8 (Cooperation after Termination) If case of any termination, the Architect shall (a) cooperate with the Owner in completing the Project, (b) provide information requested by the Owner in connection with completion of the Project, (3) provide a reproducible copy of all Drawings, Specifications and other documents, even if incomplete, prepared by the Architect up to the date of termination, and (4) if requested by the Owner, provide a reproducible copy of all Drawings, Specifications and other documents to describe the constructed Work as of the date of termination. Services provided after termination shall be compensated as Contingent Additional Services."

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Delete and replace with: "(Place of Project; Choice of Law and Forum) This Agreement shall be deemed made in Durham County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This Paragraph shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Paragraph."

9.2 (Definition of Project) Delete "current as of the date of this Agreement", and replace with "1987 edition, as modified by the Supplementary Conditions and modifications thereto as approved by the Owner, to the extent that said Conditions and modifications do not conflict with this Agreement. However, except to the extent the context otherwise requires, the 'Project' is described on page 1 of this Agreement."

9.3 (Statutes of Limitations) Delete entirely.

9.4 Add to the end: "Any reference to the A201 is to the 1987 edition, as modified by the Supplementary Conditions and modifications thereto as approved by the Owner."

9.8 (Reporting of Hazardous Material) Add to the end: "However, the Architect shall report to the Owner the presence and location of all hazardous material of which the Architect becomes aware."

Add: "9.10 (Architect's Licensing) The Architect represents that it is registered, licensed, and authorized to practice architecture in North Carolina, but if the box is checked indicating that the term "Architect" means "Landscape Architect," then the Architect represents that it is registered, licensed, and authorized to practice landscape architecture in North Carolina."

Add: "9.11 (Indemnification)

9.11.1 (Duty to Indemnify) To the maximum extent allowed by law, the Architect shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of the Architect. In performing its duties under this Subparagraph 9.11.1, the Architect shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

9.11.2 Definitions. As used in Subparagraphs 9.11.1 and 9.11.3 – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, but excludes the Architect.

9.11.3 Limitations of the Architect's Obligation. Subparagraph 9.11.1 shall not require the Architect to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees."

Add: "9.12 (EEO Provisions, Equal Opportunity, M/WBE)

9.12.1 (EEO Provisions) For purposes of this Subparagraph 9.12.1, the Architect is "the Contractor." During the performance of this Contract the Contractor agrees as follows: (i) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (ii) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (iii) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (iv) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (v) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

9.12.2 (SDBE and Equal Opportunity) For purposes of this Subparagraph 9.12.2, the Architect is "the Contractor." The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS."

Add: "9.13 (Compensation for Architect's Errors) If the Architect creates plans or specifications containing an error that cause actual construction of a portion of Work that needs to be changed solely because of the Architect's error, the Architect will pay the Owner all costs of correcting the error, including an amount to compensate the Owner for time spent by Owner's employees because of the error without regard to what other services those employees might have done for the Owner had the error not occurred.

9.13.1 (Unforeseen Conditions) An error occurring because of physical conditions that were both not in fact known to the Architect or its consultants and not readily apparent to the Architect or its consultants shall not be grounds for payment under this Paragraph 9.13.

9.13.2 (Cost of Employees' Time) The cost of the employees' time will be calculated as follows: the time spent by any salaried employee of the Owner because of the error shall be compensated at an hourly rate equal to the employee's gross salary during the applicable fiscal year of the Owner divided by the number of hours worked by that employee for the Owner during that fiscal year.

9.13.3 (No Payment Below 1% or Above Deductible) The Architect shall not be required to make any payment under this Paragraph 9.13 until the total amounts that would be payable under the preceding sentences of this Paragraph exceed one percent (1%) of the latest preliminary estimate of Construction Cost, and the amount payable hereunder shall be only that amount that exceeds said 1%. The payments made under this Paragraph shall not exceed the insurance deductible of the Architect's professional liability insurance.

9.13.4 (Limits on Double Payments) If this Paragraph 9.13 is applied to compensate the Owner for an error (or if it is applied but the Architect has not paid anything pursuant to it because said 1% has not been exceeded), the Architect shall not owe the Owner any other compensation to remove the erroneously built Work and replace it with correct Work. However, the payment of such compensation or the application of this Paragraph shall not affect liability for personal injury or damage to property. (In the preceding sentence, "damage to property" excludes the damage suffered by the Owner for the cost of replacing the erroneously installed Work for which this Paragraph provides compensation, but it includes all other general, special, consequential, or other kinds of damage resulting from the error.)

9.13.5 (Limit on Use of Payment against Architect) A payment by the Architect pursuant to this Paragraph 9.13 is not admissible against the Architect in any legal action or proceeding other than to enforce this Paragraph (e.g., it is not admissible in a personal injury action).

9.13.6 (Nonpayment Hereunder Not to Prevent Other Claims) If this Paragraph 9.13 is not applied so as to compensate the Owner for an error, this Paragraph shall not be used to construe this Agreement so as to reduce any remedy that is available to the Owner because of that error. For example, to the extent an error is not compensated for because of the amount exceeds the insurance deductible, the Owner will not be deemed to have waived a claim therefor."

Add: "9.14 (Waiver) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy under this Agreement, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom the waiver is asserted."

Add: "9.15 (Headings) The headings to articles, Paragraphs, Subparagraphs, and Subsubparagraphs in this Agreement are included for reference only, and shall not be construed to affect the meaning of this Agreement."

Add "9.16 (Assignment of Subcontracts) All contracts between the Architect and others to provide services on the Project, in which the services are expected to take more than one month to complete and the compensation is expected to exceed \$5,000, shall contain a provision allowing the Owner or a person designated by the Owner to assume the Architect's rights under the contract so as to require continued performance according to the terms of the contract, provided, however, that neither the Owner nor the person designated by the Owner shall be liable for breaches or other events or occurrences that took place before it assumed the contract. The Architect will demonstrate compliance with this Paragraph when requested by the Owner."

10.3.3 (Compensation after Time) At the end insert "or an amount calculated on the basis of an equitable adjustment, with consideration given to all relevant issues, including to what extent if any the services are more time consuming or expensive for the Architect to provide after said date than as originally planned, whichever is the lesser".

10.3.4 After the first word "When" insert "this Agreement specifies that".

10.5 PAYMENTS WITHHELD

10.5.1 (Disputed Payments) Insert at the end: ", provided, that while a payment is subject to a good faith dispute, the disputed portion may be withheld. The Owner shall endeavor to notify the Architect promptly of the nature of the dispute and the extent to which that payment is being withheld, but failure to do so shall not affect the parties' rights. Failure to withhold a payment does not constitute a waiver of any of the Owner's claims or defenses with respect to the services for which that payment is made".

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 (GAAP and Maintenance of Records) Add to the end: "The records shall be kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent the Owner's representative and the Architect's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. The Architect shall maintain all such records and provide the Owner access to them, and the right to copy them, until at least four years after Architect's last request for payment under this Agreement."

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows: *(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

The Owner shall pay, in accordance with Subparagraph 11.2.2, Basic Compensation in the amount of the following stipulated sum: XXXXXXXX dollars (\$00,000.00).

11.2.2 When compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable: *(Insert additional phases as appropriate.)*

See table in Exhibit E - "Architectural Fee Schedule and Hourly Rates".

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Representation beyond basic services shall be compensated in accordance with the hourly rates shown on Exhibit E.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows: *(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expenses for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

Additional services shall be billed on a not-to-exceed basis, in accordance with the hourly rates set forth in Exhibit E - "Architectural Fee Schedule and Hourly Rates".

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ONE (1) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

Additional Services required of subconsultants shall be computed in accordance with Exhibit E

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ZERO (0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within XXXXXX (XX) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 ~~Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ Payments not subject to a good faith dispute are due and payable 45 days from the Owner's receipt of the Architect's invoice. The invoice is rebuttably presumed received on the first weekday that is not a legal holiday 3 days after mailing. The interest rate shall be eight percent (8 %) per year simple interest.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal place of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 ~~The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.~~

11.5.3.1 If Additional Services are authorized in accordance with this Agreement, the Architect shall provide Additional Services, with compensation to be paid in accordance with Subparagraph 11.3.2. The rates for Additional Services, as set forth in or under Subparagraph 11.3.2,

☐ shall
☒ shall not

be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 (Representatives) The Owner's representative, authorized to act on the Owner's behalf, shall be: City Project Manager. The Architect's representative, authorized to act on the Architect's behalf, shall be: Name of Architect Contact. Either party may substitute another representative by giving notice to the other party.

12.2 (Meetings; Use of Systems)

12.2.1 (Governing Body Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at one City Council meeting, one Council committee meeting, and one meeting of the Board of County Commissioners.

12.2.2 (DRB Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at two Development Review Board (DRB) meetings.

12.2.3 (Other Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at meetings as follows: As part of Basic Services, the Architect shall attend and discuss the project at all meetings requested by the Owner.

☒ 12.2.4 (Use of Systems)

☒ The Architect shall provide as part of Basic Services a total of XX person-hours performing the services described in Subparagraph 3.4.17.

☐ Basic Services do not include the services described in Subparagraph 3.4.17.

12.3 (Liquidated Damages)

☐ This Paragraph 12.3 **applies** to this Agreement. The schedule referred to in this Paragraph 12.3 is contained in

☒ This Paragraph 12.3 **does not apply** to this Agreement. If this box is checked, then none of Paragraph 12.3 or its Subparagraphs is part of this

Agreement.

This Paragraph 12.3, including its Subparagraphs, supersedes the original (i.e., as published by the AIA) version of Subparagraph 1.1.2 to the extent of any conflict. References to the schedule in this Paragraph are intended to refer to the schedule as amended from time to time with the consent of the Owner.

12.3.1 (Design Development Phase) If due solely to the fault of the Architect, the Design Development Phase is not completed by the schedule's deadline, the Owner shall withhold _____ percent of the total compensation for that phase. If the Construction Documents Phase is completed by the schedule's deadline, the Owner shall release said withholding.

12.3.2 (Construction Documents Phase) If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain the amount withheld pursuant to Subparagraph 12.3.1 as liquidated damages. If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain as liquidated damages _____ dollars (\$) per day for each day after the deadline that the phase is incomplete for the first 7 days and _____ dollars (\$) per day for each day thereafter. If any part of those delays is caused in whole or in part by the Owner, liquidated damages shall not be charged for that portion of the delay time.

12.3.3 (Liquidated nature) The parties recognize that the Owner will suffer financial loss if the services of the Architect are not completed on schedule. They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that the Architect shall be liable for the sums specified in this Paragraph 12.3 as liquidated damages, and not as penalties. The amounts stated as liquidated damages are agreed to be reasonable estimates of the Owner's losses and expenses for delays, including inspections, architectural and engineering services, and administrative costs.

12.4 (Notice) Unless the context otherwise requires, all notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or by registered or certified United States mail, return receipt requested, addressed as follows:

To the City:

Thomas J. Bonfield
City of Durham
101 City Hall Plaza
Durham, North Carolina 27701
The fax number is (919) 560.
and

Joel Reitzer, Director of General Services
City of Durham
101 City Hall Plaza
Durham, North Carolina 27701
The fax number is (919) 560.4970

To the Architect:

Name
Architects PA
address
Address here

The fax number is (704)fax .

Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

12.5 (Reimbursable Expenses) In this Paragraph 12.5, "the Printed B141" refers to AIA Document B141, 1987, 6/92 reprinting.

- ☒ 12.5.1 Delete Paragraph 10.2 of the Printed A141 entirely including all Subparagraphs and Subsubparagraphs in Paragraph 10.2. Any references to Reimbursable Expenses in this Agreement shall be of no effect, except as may be provided in Subparagraph 12.5.3.

- ☐ 12.5.2 In 10.2.1.1 of the Printed B141, delete "long-distance communications;" Delete these five Subparagraphs of the Printed B141: 10.2.1.2, 10.2.1.3, 10.2.1.4, 10.2.1.5, and 10.2.1.6.

- ☐ 12.5.3 .

12.6 (Certificates)

- ☒ 12.6.1 (Certificates) The Owner's representative and the Architect's representative have discussed Paragraph 4.11 of the B141.

- ☐ 12.6.2 (Certificates) The Owner's representative and the Architect's representative have not discussed Paragraph 4.11 of the B141 because:

12.7 (Other)

12.7.1

The following Exhibits are attached hereto and incorporated by reference herein:

Exhibit A - "Insurance Requirements"

Exhibit B - "Examples of Certificates"

Exhibit C - "project XXXX Schedule of Deliverables and Requirements"

Exhibit D - "Project Design Procedures"

Exhibit E - "Architectural Fee Schedule and Hourly Rates"

Where both this Agreement and an Exhibit impose similar tasks or duties on the Architect, the Architect shall perform the greater or most extensive of the tasks or duties.

12.7.2

In Subparagraph 2.3.4, delete "assist the Owner in securing" and substitute "secure" in the first sentence.

12.7.3

In Subparagraph 2.4.5, change "advisability of the Owner's" to "advisability of the Architect's".

12.7.4

Subparagraph 2.6.2 is rewritten to read:

2.6.2 (Administration) The Architect shall provide administration of the Contract for Construction as set forth below and in the owner-general contractor construction contract selected and used by the Owner for this Project. That construction contract will include the AIA Document A201, General Conditions of the Contract for Construction, 1987 or 1997 edition, as modified by the Supplementary Conditions and modifications thereto as approved by the Owner, to the extent that said Conditions and modifications do not conflict with this Agreement, unless otherwise provided in this Agreement.

Paragraph 9.2 (Definition of Project) is modified to change “1987 edition” to read “1987 or 1997 (whichever is selected by the Owner) edition”

Paragraph 9.4 is modified to change “1987 edition” to read “1987 or 1997 (whichever is selected by the Owner) edition”

12.7.5

In Subparagraph 2.6.5, delete "once every other week" and add the word "weekly" in the final sentence following "visit the Site at least".

12.7.6

Delete Subparagraph 3.4.4. from Optional Additional Services and add to Basic Services.

12.7.7

Delete Subparagraph 3.4.9.

12.7.8

In Paragraph 4.6, replace “Owner” with “Architect”; delete “when such services are requested by the Architect”; and delete paragraph 4.6 as revised from Owner’s Responsibilities and add to Basic Services.

12.7.9

In Subparagraph 4.11, add to the end of the subparagraph "Examples of certificates which may be required are in Exhibit B."

12.7.10

In Subparagraph 5.1.1, delete "preliminary" and add "design phase".

12.7.11

In Subparagraph 5.2.2, in the second sentence, add "with approval of the Owner" after "scope of the Project". Insert, before the last sentence of the Subparagraph, "The fixed limit of construction cost is One Million, Eight Hundred Thousand, Dollars and Zero Cents (1,800,000.00).

12.7.12

The project delivery method that the Owner anticipates will be used is design-bid-build utilizing a General Contractor.

12.7.13

In addition to providing the certificates in Exhibit B, it is agreed that the Architect shall provide the certificates (for payment, for completion, etc.) that are contemplated to be issued by the Architect under the contracts for construction between the City and the contractors that have contracts with the Owner for construction of the Project.

12.7.14

In subparagraph 11.3.3 delete "ONE (1) times the amounts billed to the Architect" and replace with "ONE AND ONE TENTH (1.1) times the amounts billed to the Architect".

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers

ATTEST:

CITY OF DURHAM

PREAUDIT CERTIFICATE:

Name of ARCHITECTS PA

By: _____

Title of officer: _____
(Affix corporate seal.)

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

State of _____ ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared
before me this day and stated that he or she is (strike through the inapplicable:)
chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/
treasurer/ chief financial officer of Name of Architects PA, a corporation, and that by
authority duly given and as the act of the corporation, he or she signed the foregoing

contract or agreement with the City of Durham and the corporate seal was affixed thereto.
This the _____ day of _____, 20____.

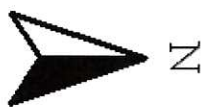
My commission expires: _____
_____ Notary Public



LEGEND
Streams_and_Ditches

- DITCH
- RIVER
- STREAM
- UNKNOWN
- Highways
- Parcels
- Street_Centerlines
- Surface_Water_Polygons
- Ortho_2010

Wednesday, July 25 2012



Maplewood Cemetery
1621 Duke University Road



Beechwood Cemetery
3300 Fayetteville Street

LEGEND

Streams_and_Ditches

- DITCH
- RIVER
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Wednesday, July 25 2012

